

1 DAVID H. KRAMER, State Bar No. 168452
 2 CHARLES T. GRAVES, State Bar No. 197923
 3 RIANA S. PFEFFERKORN, State Bar No. 266817
 4 WILSON SONSINI GOODRICH & ROSATI
 5 Professional Corporation
 6 650 Page Mill Road
 7 Palo Alto, CA 94304-1050
 8 Telephone: (650) 493-9300
 9 Facsimile: (650) 565-5100
 10 Email: dkramer@wsgr.com

11 Attorneys for Plaintiff
 12 Twitter, Inc.

13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**
 15 **SAN FRANCISCO DIVISION**

16 TWITTER, INC., a Delaware corporation,

17 Plaintiff,

18 v.

19 SKOOTLE CORP., a Tennessee corporation; JL4
 20 WEB SOLUTIONS, a Philippines corporation;
 21 JUSTIN CLARK, an individual, d/b/a
 22 TWEETBUDDY.COM; JAMES KESTER, an
 23 individual; JAYSON YANUARIA, an
 24 individual; JAMES LUCERO, an individual; and
 25 GARLAND E. HARRIS, an individual,

26 Defendants.

27 CASE NO. 12-1721

28 COMPLAINT FOR (1) BREACH OF
 CONTRACT; (2) TORTIOUS
 INTERFERENCE WITH CONTRACT;
 (3) FRAUD; AND (4) UNFAIR OR
 DECEPTIVE BUSINESS PRACTICES

JURY TRIAL DEMANDED

1 Plaintiff Twitter, Inc. ("Twitter") brings this civil action against Skootle Corporation, JL4
 2 Web Solutions, and individual defendants Justin Clark, doing business as TweetBuddy.com,
 3 James Kester, Jayson Yanuaria, James Lucero, and Garland E. Harris (collectively,
 4 "Defendants"); and for its complaint alleges as follows on personal knowledge as to its own
 5 actions and on information and belief as to the actions of others:

6 **I. INTRODUCTION**

7 1. Twitter operates one of the world's most popular online communications platforms,
 8 with over 140 million active users. Twitter's widespread success comes in large part because
 9 Twitter is dedicated to providing a high quality user experience that promotes meaningful
 10 interactions between its users. Among other things, Twitter protects its users' experience by
 11 prohibiting a variety of fraudulent and deceptive practices on the Twitter platform, which Twitter

2. By this action, Twitter seeks to hold Defendants and those who continue to ply the spam trade accountable for the costs of their misconduct, and further safeguard its platform and users from blatantly abusive activities.

3. As described below, certain Defendants referred to below as the “Spamware Defendants” distribute software tools designed to facilitate abuse of the Twitter platform and marketed to dupe consumers into violating Twitter’s user agreement. The remaining “Spammer Defendants” operate large numbers of automated Twitter accounts through which they attempt to trick Twitter users into clicking on links to illegitimate websites, again in violation of Twitter’s user agreement.

4. Plaintiff Twitter is a corporation incorporated in Delaware with its principal place of business in San Francisco, California.

5. Defendant JL4 Web Solutions is a corporation incorporated in the Philippines, doing business in the State of California. Defendant Jayson Yanuaria (“Yanuaria”) is an individual who conducts business in the State of California and is domiciled in the Philippines. Yanuaria is the principal officer of Defendant JL4 Web Solutions. Defendants JL4 Web Solutions and Yanuaria shall be referred to collectively in this Complaint as “TweetAttacks,” except as otherwise specified.

6. Defendant Skootle Corporation (“Skootle”) is a corporation incorporated in Tennessee, with its principal place of business in the State of Virginia, doing business in the State of California. Defendant James Kester (“Kester”) is an individual who conducts business in the State of California and is domiciled in the State of Virginia. Kester is the principal officer of Defendant Skootle. Defendants Skootle and Kester shall be referred to collectively in this Complaint as “TweetAdder,” except as otherwise specified.

7. Defendant Justin Clark ("Clark"), doing business as TweetBuddy.com, is an individual who conducts business in the State of California and is domiciled in the State of

1 Florida. Defendant Clark shall be referred to in this Complaint as "TweetBuddy," except as
2 otherwise specified.

3 8. Defendant James Lucero ("Lucero") is an individual who conducts business in the
4 State of California and is domiciled in the State of Colorado.

5 9. Defendant Garland E. Harris ("Harris") is an individual who conducts business in
6 the State of California and is domiciled in the State of Florida.

7 10. Defendants JL4 Web Solutions, Yanuaria, Skootle, Kester, and Clark shall be
8 referred to collectively in this Complaint as the "Spamware Defendants," except as otherwise
9 specified. Defendants Lucero and Harris shall be referred to collectively in this Complaint as the
10 "Spammer Defendants," except as otherwise specified.

11 **III. JURISDICTION AND VENUE**

12 11. This Court has diversity jurisdiction over this action under 28 U.S.C. § 1332
13 because Plaintiff is a citizen of a different state from each Defendant and because the value of the
14 matter in controversy exceeds \$75,000 with respect to Plaintiff's claims against each Defendant.

15 12. Venue is proper in this District under 28 U.S.C. § 1391(a)(2) because a substantial
16 part of the events giving rise to the claims at issue in this lawsuit occurred in this District.
17 Defendants have repeatedly, knowingly, and improperly targeted wrongful acts at Twitter, which
18 is headquartered in this judicial district, and have caused harm in this judicial district.

19 **IV. INTRADISTRICT ASSIGNMENT**

20 13. Assignment to the San Francisco Division of this Court is appropriate under Civil
21 L.R. 3-2, in that the claims asserted herein arose in San Francisco County, and because Twitter is
22 headquartered in San Francisco County.

23 **V. GENERAL ALLEGATIONS**

24 **A. Twitter's Service**

25 14. Plaintiff Twitter, Inc.'s eponymous service, Twitter, is an online communications
26 platform that lets users share and receive information in real-time through short messages called
27 "Tweets," which have a maximum length of 140 characters. Twitter connects its users with the
28 latest information about their interests. The service is free of charge and open to anyone.

1 15. Users must agree to Twitter's Terms of Service – as discussed below – in order to
2 create an account. Each user's account is denominated by a name selected by the user, together
3 with the @ symbol. From that unique account address, the user can then broadcast messages to
4 the service generally. These messages will be delivered to other Twitter users that have chosen to
5 subscribe to their Tweets, or "follow" them. As an example, @whitehouse can transmit messages
6 that are viewable to anyone who navigates to the public profile page of @whitehouse, or anyone
7 who searches for Tweets by @whitehouse. Users who have "followed" @whitehouse will receive
8 Tweets from that account as they are transmitted. Users can also "un-follow" a user to stop
9 receiving the other user's Tweets.

10 16. Separately, Twitter users can also direct their Tweets to other specific users by
11 including other account names, together with the @ symbol, within the text of their Tweet. These
12 types of Tweets are called "@replies" or "@mentions." These Tweets will be delivered directly to
13 the account-holders that are "@mentioned" within a Tweet, regardless of whether they have
14 specifically subscribed to the accounts. Twitter users may also send private Tweets, called "direct
15 messages," to other users, which are viewable only by the recipient (and the sender).

16 17. A Twitter user can mark keywords or topics in a Tweet by including the # symbol,
17 which is colloquially called a "hashtag" on Twitter, before a relevant keyword in the Tweet, with
18 no spaces between the two elements. The combination of the # symbol and the keyword is also
19 referred to colloquially as a "hashtag." For example, including the hashtag "#california" indicates
20 that a Tweet is about California. Twitter's algorithms analyze the content of Tweets to determine
21 current popular topics of discussion on Twitter, which are referred to on Twitter as "trending
22 topics."

23 **B. "Spam" on Twitter**

24 18. Twitter has taken special efforts to make its service beneficial for businesses. As a
25 result, companies of every size now use Twitter to connect with customers, including driving new
26 business, offering discounts and deals, and providing customer service.

27 19. While many legitimate companies have grown their businesses through Twitter, the
28 service has also become an unwilling host to unscrupulous entities which exhibit a variety of

1 abusive behaviors on Twitter. Such behaviors are referred to as “spam,” a term borrowed from the
2 popular word for unsolicited commercial email messages. Examples of “spam” include posting a
3 Tweet with a harmful link (including links to phishing or malware sites) and abusing the @reply
4 and @mention function to post unwanted messages to a user. Sending such messages is known as
5 “spamming,” and the senders of such messages are called “spammers.”

6 20. Spam Tweets typically contain advertisements for businesses, products, or services
7 that are often, if not typically, false and misleading. Regardless, recipients do not desire these
8 unsolicited messages and they interfere with recipients’ use and enjoyment of the Twitter service.

9 21. Spam Tweets are typically sent from Twitter accounts created for the sole purpose
10 of spamming Twitter users. These spam accounts frequently use software programs that automate
11 Twitter functions such as following and un-following users and sending Tweets and @replies to
12 users. Automated spam accounts are colloquially referred to on Twitter as “bots” or “spambots.”
13 These spam software programs typically permit spambots to rapidly follow or un-follow a large
14 number of users, to send a high volume of spam Tweets, and to automatically send Tweets or
15 @replies to users who mention certain keywords, hashtags, or trending topics in their Tweets.

16 22. Twitter has invested a great deal of money and effort to prevent and fight spam.
17 Twitter empowers users to fight spam by letting them block accounts and report them for
18 spamming. Twitter also limits the number of Tweets and direct messages an account can send per
19 day and the number of users an account can follow.

20 23. Twitter employs a dedicated Trust & Safety team whose sole job is fighting spam
21 on Twitter. Twitter has dramatically expanded this team during the past year in response to spam-
22 based misconduct, including Defendants’ misconduct. Twitter’s Trust & Safety team investigates
23 users’ spam reports and terminates spam accounts. Nevertheless, many spammers – including the
24 Spammer Defendants and those using the Spamware Defendants’ tools – generate replacement
25 accounts when one of their spam accounts is terminated and thus can quickly resume their
26 spamming activities.

24. Certain spam software – such as the software offered by the Spamware Defendants – allows a spammer to create a large number of accounts, making it easier for spammers to shift to new accounts and to use dozens or even hundreds of spam accounts at once.

25. Spammers and the makers of spam software, including the Defendants in this action, harm Twitter by negatively affecting Twitter users' experience, damaging users' goodwill toward Twitter, and causing Twitter users to terminate their Twitter accounts due to dissatisfaction with the level of spam on Twitter. Spammers and the makers of spam software, including the Defendants in this action, have also forced Twitter to spend money – including substantial amounts during the past year – on costly anti-spam efforts as a proximate and direct result of their misconduct. Twitter would not have incurred these costs if such misconduct did not take place. Such costs include those for implementing technical measures to fight spam on Twitter, and those for expanding a specialized team to detect, monitor, fight, and respond to user complaints and inquiries regarding spam. Specifically, Twitter has incurred costs of at least \$100,000 to engage in anti-spam efforts to combat the wrongdoing of Lucero, at least \$75,000 to engage in anti-spam efforts to combat the wrongdoing of Harris, at least \$75,000 to engage in anti-spam efforts to combat the wrongdoing of TweetAdder, at least \$300,000 to engage in anti-spam efforts to combat the wrongdoing of TweetBuddy, and at least \$150,000 to engage in anti-spam efforts to combat the wrongdoing of TweetAttacks. Twitter would not have incurred such costs but-for the misconduct of Defendants.

C. Twitter's User Agreement

26. In order to create a Twitter account and use Twitter's service, or otherwise access the service, a would-be Twitter user must first agree to be bound by Twitter's user agreement, which comprises the Twitter Terms of Service ("Terms"), the Twitter Rules, and Twitter's Privacy Policy (collectively the "TOS"). The Terms of Service and Rules are attached as Exhibit A and can also be found on Twitter's website.

27. Twitter users who agree to Twitter's TOS enjoy a limited, non-assignable license to access and use Twitter's websites and services, subject to acceptance of and compliance with the

1 TOS. By accessing or using Twitter's websites and services, a user agrees to be bound by the
2 TOS.

3 28. Twitter's TOS expressly prohibit spamming. The Twitter Rules (incorporated into
4 the TOS) include rules against certain activities defined as "Spam and Abuse." The Rules provide
5 that "user abuse ... will result in permanent suspension. Any accounts engaging in the activities
6 specified [as Spam and Abuse] are subject to permanent suspension." The Rules further provide
7 that engaging in any prohibited activities may result in investigation for abuse, and that Twitter
8 reserves the right to immediately terminate an account without further notice if Twitter determines
9 that an account violates the Rules or the Terms.

10 29. Activities forbidden as "Spam and Abuse" under the Rules include the creation of
11 serial accounts for disruptive or abusive purposes, or with overlapping uses. The "Spam and
12 Abuse" Rules further forbid the use of the Twitter service for the purpose of spamming users. The
13 Rules provide that Twitter determines what constitutes "spamming," based on criteria including,
14 but not limited to, the following account behaviors: (a) following a large number of users in a
15 short amount of time; (b) following and un-following people in a short time period, particularly by
16 automated means (a practice known as "churn"); (c) Tweeting misleading links; (d) sending
17 multiple Tweets to hashtags or trending or popular topics that are unrelated to those hashtags or
18 topics; (e) posting the same Tweet across multiple accounts or duplicate Tweets to the same
19 account; (f) sending large numbers of duplicate @reply Tweets or Tweets mentioning particular
20 users; (g) the number of spam complaints filed against the account; (h) creating or purchasing
21 accounts in order to gain followers; and (i) using or promoting third-party sites that claim to
22 generate more followers for an account, including "sites promising 'more followers fast,' or any
23 other site that offers to automatically add followers to your account." In addition, the Rules
24 prohibit creating accounts for the purpose of selling such accounts, and they prohibit selling
25 usernames. The Rules provide that an account may be suspended for TOS violations if Twitter
26 detects any of the above activities.

27 30. For a third-party software application to communicate with the Twitter service, the
28 TOS requires the use of Twitter's Software Programming Interface ("API"). Through the TOS,

1 Twitter forbids accessing, searching, or attempting to access or search Twitter's services by any
2 means, automated or otherwise, other than Twitter's official published interfaces, except by
3 separate, express agreement with Twitter.

4 31. Each of the Defendants has agreed to the TOS by opening at least one user account
5 on Twitter, and each has knowledge of the terms of the TOS. The Spammer Defendants opened at
6 least one user account in order to send spam on Twitter. The Spamware Defendants opened at
7 least one user account in order to develop their spamware to operate on Twitter's website.

8 **D. TweetAttacks' Abuse of the Twitter Service**

9 32. Defendant TweetAttacks operates a website available at <http://tweetattacks.com>. It
10 is the creator of a desktop computer program called "TweetAttacks" that enables users to automate
11 the process of creating accounts and broadcasting spam Tweets to an enormous number of users.
12 It licenses the TweetAttacks software in three versions, "TweetAttacks Pro," "TweetAttacks Lite,"
13 and "TweetAttacks Free Edition." It advertises that TweetAttacks Pro allows a user to post
14 Tweets and re-Tweets through "thousands of accounts," simultaneously.

15 33. In recent months, Twitter has received scores of complaints about myriad spam
16 accounts that use the TweetAttacks software. Some Twitter users employing the software to
17 create accounts and send spam have been misled by TweetAttacks into believing that use of the
18 software for such purposes was permissible.

19 34. TweetAttacks has promoted its software on a website visible until late March 2012
20 as offering features that assist the user in breaching the TOS by spamming other accounts,
21 including: (a) multiple account management; (b) automated generation of Tweets, re-Tweets, and
22 @replies; (c) automated sending of the same Tweet or re-Tweet across multiple Twitter accounts;
23 (d) automatically following and un-following users, including within a scheduled period of time
24 (i.e., "churn"); (e) automatically copying Tweets of selected Twitter users; and (f) promising on
25 the TweetAttacks website to "[B]uild thousands of followers without worrying [about] API
26 limits."

27 35. Until late March 2012, the TweetAttacks website advertised that when using its
28 software, "Replies will appear very natural. They will be posted via the WEB NOT THE API and

1 it will look like being posted by a REAL HUMAN” [sic]. TweetAttacks also asserted that it offers
2 “[m]ore options to protect your accounts from getting banned.” These statements and others like
3 them deceived users into believing that using the TweetAttacks software will conform to Twitter’s
4 TOS and/or avoid having their accounts suspended for TOS violations. To that end, user support
5 forums on the TweetAttacks website that were visible until late March 2012, and which
6 TweetAttacks controlled, included tips on avoiding account suspension when using the tool.

7 36. These features and representations, among others, have induced Twitter users who
8 license TweetAttacks to violate the TOS, and deceived consumers through deceptive advertising.

9 37. TweetAttacks also advertised that the TweetAttacks software does not use
10 Twitter’s API to access Twitter’s websites and services. TweetAttacks developed and uses
11 automated scripts through which the TweetAttacks software accesses Twitter’s websites and
12 services without Twitter’s authorization. By connecting the TweetAttacks software to Twitter’s
13 websites and services through unauthorized means rather than through Twitter’s API,
14 TweetAttacks violates the Twitter TOS and induces violations thereof by the users of its software.
15 TweetAttacks has benefited financially from its behavior while at the same time harming Twitter
16 and its users. TweetAttacks purposefully directed its intentional activities toward California,
17 thereby causing harm TweetAttacks knew was likely to be suffered by Twitter in California.

18 38. In late March 2012, TweetAttacks altered its website to assert that its software
19 purportedly is no longer available for license, in response to actions by Twitter. TweetAttacks
20 continues to support certain customers, thereby continuing to induce their breaches of Twitter’s
21 TOS.

22 **E. TweetAdder’s Abuse of the Twitter Service**

23 39. Defendant TweetAdder operates a website available at <http://www.tweetadder.com>.
24 It is the creator of a desktop computer program called “TweetAdder” that enables users to
25 automate the process of creating accounts and broadcasting spam Tweets to an enormous number
26 of users. It licenses the TweetAdder software in packages of one, five, ten, or an unlimited
27 number of Twitter accounts.
28

1 40. In recent months, Twitter has received scores of complaints about myriad spam
2 accounts that use the TweetAdder software. Some Twitter users employing the software to create
3 accounts and send spam have been misled by TweetAdder into believing that use of the software
4 for such purposes was permissible.

5 41. TweetAdder promotes its software on its website as offering the following features,
6 the use of which by a Twitter user would constitute a breach by the user of the TOS: (a) multiple
7 account management; (b) automated following and un-following of other users; (c) automated
8 generation of Tweets, re-Tweets and @replies; and (d) automated sending of the same Tweet
9 across multiple Twitter accounts.

10 42. Nothing on the TweetAdder website informs prospective licensees that the intended
11 use of the software to send spam violates Twitter's Terms of Service. Rather, the website is
12 designed to create the impression that the software is created for permissible and appropriate use
13 with Twitter's service. The TweetAdder website claims that licensees can "get more followers,
14 instantly." It also advertises that licensees can "[u]se our program on an unlimited number of
15 Twitter profiles with TweetAdder Platinum!" TweetAdder also advertises that its software
16 "[w]orks your [T]witter profile or profiles like a human being." These statements and others like
17 them deceive users into believing that using the TweetAdder software will conform to Twitter's
18 TOS and/or avoid having their accounts suspended for TOS violations.

19 43. These features and representations, among others, induce Twitter users who license
20 TweetAdder to violate the TOS, and deceive consumers through deceptive advertising.

21 44. TweetAdder advertises that the TweetAdder software does not use Twitter's API to
22 access Twitter's websites and services. It developed and uses automated scripts through which the
23 TweetAdder software accesses Twitter's websites and services without Twitter's authorization.
24 By connecting the TweetAdder software to Twitter's websites and services through unauthorized
25 means rather than through Twitter's API, TweetAdder violates the Twitter TOS and induces
26 violations thereof by the users of its software. TweetAdder has benefited financially from its
27 behavior while at the same time harming Twitter and its users. TweetAdder purposefully directed
28

1 its intentional activities toward California, thereby causing harm TweetAdder knew was likely to
2 be suffered by Twitter in California.

3 **F. TweetBuddy's Abuse of the Twitter Service**

4 45. Defendant TweetBuddy operates a website available at
5 <http://www.tweetbuddy.com>. It is the creator of a web-based computer program called
6 "TweetBuddy" that enables users to automate the process of creating accounts and broadcasting
7 spam Tweets to an enormous number of users. To assist with such activities, TweetBuddy has
8 also offered for sale Twitter user accounts on the Marketplace portion of its website – and thereby
9 agreed to the TOS at the time of each such account creation. It licenses the TweetBuddy software
10 in packages of one, five, ten, or one hundred Twitter accounts.

11 46. In recent months, Twitter has received scores of complaints about myriad spam
12 accounts that use the TweetBuddy software. Some Twitter users employing the software to create
13 accounts and send spam have been misled by TweetBuddy into believing that use of the software
14 for such purposes was permissible.

15 47. TweetBuddy promotes its software on its website as offering the following
16 features, the use of which by a Twitter user would constitute a breach by the user of the TOS: (a)
17 automated following of other users; (b) automated Tweet generation; (c) automated Tweeting
18 and/or re-Tweeting from multiple accounts; (d) automated sending of the same Tweet across
19 multiple Twitter accounts; and (e) automatically following and un-following users, including
20 within a scheduled period of time (*i.e.*, "churn").

21 48. Nothing on the TweetBuddy website informs prospective licensees that the
22 intended use of the software to send spam violates Twitter's Terms of Service. Rather, the website
23 is designed to create the impression that the software is created for permissible and appropriate use
24 with Twitter's service. The TweetBuddy website advertises, "Don't look like a bot to twitter they
25 don't like that [sic]. Our custom settings delay message[s] and responses to give the impression it
26 is a human doing all the work." These statements deceive users into believing that using the
27 TweetBuddy software will conform to Twitter's TOS and/or avoid having their accounts
28 suspended for TOS violations.

1 49. These features and representations, among others, induce Twitter users who license
2 TweetBuddy to violate the TOS, and deceive consumers through deceptive advertising.

3 50. TweetBuddy has also created Twitter accounts for its customers, and then gave the
4 customer control of the accounts by providing the account usernames and passwords to the
5 customer. TweetBuddy thus violated the TOS.

6 51. TweetBuddy developed and uses automated scripts through which the TweetBuddy
7 software accesses Twitter's websites and services without Twitter's authorization. By connecting
8 the TweetBuddy software to Twitter's websites and services through unauthorized means rather
9 than through Twitter's official API, TweetBuddy violates the Twitter TOS and induces violations
10 thereof by the users of its software. TweetBuddy has benefited financially from its behavior while
11 at the same time harming Twitter and its users. TweetBuddy purposefully directed its intentional
12 activities toward California, thereby causing harm TweetBuddy knew was likely to be suffered by
13 Twitter in California.

14 **G. James Lucero's Abuse of the Twitter Service**

15 52. Defendant James Lucero operates a number of dubious websites, including
16 <http://justinlover.info>, that provide no legitimate goods or services, and that he promotes through
17 spam on Twitter.

18 53. A high volume of misleading Tweets from spam accounts link to websites operated
19 by Lucero. These Tweets typically promise to teach the recipient how to get celebrity singer
20 Justin Bieber to follow the recipient's Twitter account. However, the links in the Tweets go to
21 Lucero's spam websites, which do not deliver the promised information. Lucero's Tweets
22 therefore mislead consumers. Lucero operates, uses, controls, and/or authorizes the operation, use,
23 and/or control of the spam accounts that Tweet misleading links to Lucero's spam websites. In
24 recent months, Twitter has received many complaints about, and has terminated, numerous such
25 accounts.

26 54. Lucero violates the Twitter TOS through conduct that includes, but is not limited
27 to, the following: (a) spamming users; (b) creating serial accounts for disruptive, abusive, and/or
28 overlapping purposes; (c) Tweeting misleading links; (d) rotating URLs to post links that have

1 been banned from posting; and (e) posting the same Tweet across multiple accounts. Lucero has
2 benefited financially from his behavior while at the same time harming Twitter and its users.
3 Lucero purposefully directed his intentional activities toward California, thereby causing harm
4 Lucero knew was likely to be suffered by Twitter in California.

5 **H. Garland E. Harris's Abuse of the Twitter Service**

6 55. Defendant Garland E. Harris operates websites available at
7 <http://troptiontrading.com>, <http://troption.com>, and <http://gtp123.com>, through which Harris
8 provides online auction and online payment services of questionable legitimacy.

9 56. Harris operates, uses, controls, and/or authorizes the operation, use, and/or control
10 of a massive number of automated spam Twitter accounts (over 129,000 as of the filing of this
11 Complaint) which send spam Tweets linking to websites promoted by Harris. Many of the spam
12 Tweets use deceptive language to drive users to the websites to which they link. Harris's Tweets
13 therefore deceive consumers about the purpose of such websites. In recent months, Twitter has
14 received many complaints about, and has terminated, numerous accounts used to promote Harris's
15 websites.

16 57. Harris violates the Twitter TOS through conduct that includes, but is not limited to,
17 the following: (a) spamming users; (b) creating serial accounts for disruptive, abusive, and/or
18 overlapping purposes; (c) Tweeting misleading links; and (d) posting the same Tweet across
19 multiple accounts. Harris has benefited financially from his behavior while at the same time
20 harming Twitter and its users. Harris purposefully directed his intentional activities toward
21 California, thereby causing harm Harris knew was likely to be suffered by Twitter in California.

22 **FIRST CLAIM FOR RELIEF**

23 **Breach of Contract**
24 **(Against All Defendants)**

25 58. Plaintiff Twitter realleges and incorporates by reference the allegations in all the
26 preceding paragraphs as though fully set forth herein.

27 59. All Twitter users, including the Defendants, are parties to the TOS and are bound to
28 the TOS through their actions. The TOS is a valid, enforceable contract through which Twitter

1 provided Defendants with a limited license to use the Twitter websites and services. By entering
2 into this contract, Defendants, and each of them, purposefully availed themselves of the privilege
3 of conducting business in California.

4 60. Twitter has performed all of its obligations under the TOS that were not excused by
5 the Defendants' actions.

6 61. As set forth in the paragraphs above, the Spamware Defendants and the Spammer
7 Defendants exceeded the scope of, materially breached, and continue to materially breach the
8 terms of the TOS by engaging in specific acts which constitute spam and related abuses, including
9 among the various Defendants: (1) creating serial Twitter accounts for disruptive or abusive
10 purposes, or with overlapping uses; (2) creating accounts for the purpose of selling those accounts;
11 (3) selling usernames; (4) using software to interfere with and disrupt the access of other users; (5)
12 using software which scripts the creation of content in such a manner as to interfere with or create
13 an undue burden on Twitter's services; and (6) spamming conduct (through use of software or
14 otherwise) including, but not limited to, (a) following a large number of users in a short amount of
15 time; (b) following and un-following people in a short time period by automated means; (c)
16 Tweeting misleading links; (d) sending multiple Tweets to hashtags or trending or popular topics
17 that are unrelated to those hashtags or topics; (e) posting the same Tweet across multiple accounts
18 or duplicate Tweets to the same account; (f) sending large numbers of duplicate @reply Tweets or
19 Tweets mentioning particular users; (g) having a number of spam complaints filed against the
20 accounts; (h) creating or purchasing accounts in order to gain followers; and (i) using or
21 promoting third party sites that claim to generate more followers for an account.

22 62. As a direct and proximate result of Defendants' ongoing material breaches of the
23 TOS, Twitter has been harmed and is entitled to monetary damages against each of them in an
24 amount to be determined at trial, but exceeding the minimum unlimited jurisdiction of this Court,
25 exclusive of attorneys' fees and costs.

SECOND CLAIM FOR RELIEF**Tortious Interference with Contract**
(Against the Spamware Defendants)

63. Plaintiff Twitter realleges and incorporates by reference the allegations in all the preceding paragraphs as though fully set forth herein.

64. All users of the Spamware Defendants' respective software offerings (the "Spamware Users") are parties to Twitter's TOS, which is a valid and enforceable contract.

65. Twitter has performed all of its obligations under the TOS that were not excused by the actions of the Spamware Users. All of the Spamware Defendants' software offerings include features that, when used on Twitter's service, breach Twitter's TOS, as more fully set forth in the preceding paragraphs.

66. By designing, creating, and marketing their respective software offerings for use on Twitter as more fully described in the preceding paragraphs, each Spamware Defendant was and is aware of the TOS contract between Twitter and the Spamware Users. Notwithstanding that knowledge, the Spamware Defendants induced and continue to induce Twitter users to breach their contracts with Twitter.

67. Defendants have intentionally and maliciously interfered with Twitter's contracts with the Spamware Users by committing the following wrongful acts, among others: (a) knowingly including features in their respective software offerings that enable users to breach Twitter's TOS, and promoting, marketing, and/or advertising those features in order to induce such users to breach Twitter's TOS; and (b) knowingly inducing, encouraging, and allowing the Spamware Users to send unsolicited commercial messages to Twitter users through the Spamware Defendants' respective software offerings, all without Twitter's authorization.

68. As a direct and proximate result of the Spamware Defendants' intentional and malicious interference with Twitter's contracts, Twitter has been and continues to be harmed and is entitled to both injunctive relief and monetary damages against each of them in an amount to be determined at trial, but exceeding the minimum unlimited jurisdiction of this Court, exclusive of attorneys' fees and costs.

69. The Spamware Defendants' ongoing acts of tortious interference constitute transgressions of a continuing nature for which Twitter has no adequate remedy at law. Unless the Spamware Defendants are each enjoined from further acts of tortious interference, Twitter will suffer irreparable injury to its business goodwill.

70. The Spamware Defendants' actions of inducement and interference – as shown through their deceptive marketing tactics and their deliberate creation of software designed to facilitate breach of the TOS and annoy Twitter users with unsolicited spam – were intentionally undertaken to injure Twitter and/or undertaken with willful and conscious disregard of Twitter's rights, and constitute clear and convincing evidence of oppression, fraud, and malice. For these reasons, Twitter is entitled to an award of punitive damages against each Spamware Defendant in an amount sufficient to deter each of them from future misconduct.

THIRD CLAIM FOR RELIEF

Fraud **(Against All Defendants)**

71. Plaintiff Twitter realleges and incorporates by reference the allegations in all the preceding paragraphs as though fully set forth herein.

72. Through the acts of creating one or more Twitter accounts and/or by creating software that accesses Twitter's service, Defendants have agreed to be bound by the TOS. In agreeing to be bound by the TOS, Defendants misrepresented to Twitter that they would comply with the TOS. Defendants made those false promises having no intention of performing them.

73. Twitter justifiably relied on Defendants' representations and granted access to the Twitter service. When Defendants made these representations, each of them knew them to be false and made these representations with the intention to defraud Twitter and to induce Twitter to act in reliance on these representations in the manner alleged.

74. As a direct and proximate result of Defendants' fraudulent conduct, Twitter has suffered losses including, but not limited to, (1) loss of business relationships; (2) loss of prospective business relationships; (3) loss of goodwill; and (4) expenditures of money, server space, personnel, and other resources that Twitter would not have been forced to expend but for

1 Defendants' fraudulent conduct. Twitter therefore is entitled to monetary damages against each of
 2 the Defendants in an amount to be determined at trial, including a constructive trust over each of
 3 the Defendants' ill-gotten gains, but exceeding the minimum unlimited jurisdiction of this Court,
 4 exclusive of attorneys' fees and costs.

5 75. Defendants' intentional conduct of making misrepresentations and concealing
 6 material facts known to them, with the intention of depriving Twitter of property or legal rights or
 7 otherwise causing injury, was fraudulent and despicable conduct that subjected Twitter to an
 8 unjust hardship in conscious disregard of Twitter's rights, so as to justify an award of exemplary
 9 and punitive damages.

10 **FOURTH CLAIM FOR RELIEF**

11 **Unlawful, Unfair, and Fraudulent Business Practices Under California Business &** 12 **Professions Code § 17200, et seq.** 13 **(Against All Defendants)**

14 76. Plaintiff Twitter realleges and incorporates by reference the allegations in all the
 15 preceding paragraphs as though fully set forth herein.

16 77. The acts and conduct of each Defendant as alleged above in this Complaint
 17 constitute unlawful and/or fraudulent business acts or practices as defined by California Business
 18 and Professions Code section 17200 *et seq.* ("Section 17200").

19 78. Each of the Defendants' conduct is fraudulent under Section 17200 because
 20 reasonable consumers have been and will continue to be confused and deceived by Defendants'
 21 business and advertising practices. Specifically, the Spamware Defendants deceive the public by
 22 causing Twitter users to believe that their use of the Spamware Defendants' software will not
 23 violate Twitter's Terms of Service and will not cause Twitter to suspend their accounts for
 24 violations of those Terms of Service. The Spammer Defendants deceive the public by sending
 25 deceptive spam messages that cause Twitter users to believe that clicking on the link in such
 26 messages will lead them to websites other than those to which they actually lead, and/or that do
 27 not offer what they promise. The Twitter Trust & Safety Team has responded to dozens of
 28 appeals from suspended users that signed up for each of the Spamware products.

79. Each of the Defendants' conduct is unlawful under Section 17200 because, as described in detail in the paragraphs above, Defendants have engaged in the independently unlawful wrongs of breach of contract, tortious interference with contract, and fraud, to Twitter's detriment.

80. Defendants' unlawful and fraudulent business acts or practices have caused and continue to cause irreparable harm to Twitter. Unless such practices are enjoined, Defendants will each cause further irreparable and incalculable injury, whereby Twitter has no adequate remedy at law, as a direct and proximate result of their unfair and deceptive business practices in violation of Section 17200. Thus, pursuant to California Business and Professions Code section 17203, Twitter is entitled to an order of this Court enjoining Defendants, and each of them, from continuing to engage in unlawful and/or fraudulent business acts or practices as defined in Section 17200.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Twitter prays for the following relief:

A. For injunctive relief, as follows:

1. As against each of Defendants JL4 Web Solutions, Yanuaria, Skootle, Kester, and Clark, a preliminary injunction and a permanent injunction enjoining and restraining such Defendants, and all persons or entities acting in concert with them, during the pendency of this action and thereafter perpetually from:

(a) Creating or soliciting the creation of Twitter accounts for purposes that violate Twitter's Terms of Service (including the Twitter Rules);

(b) Accessing, searching, or attempting to access or search Twitter's website, computer systems, and services in order to engage in specific acts that violate Twitter's Terms of Service (including the Twitter Rules);

(c) Creating, developing, manufacturing, adapting, modifying, making available, trafficking in, using, disclosing, selling, licensing, distributing (with or without monetary charge), updating, providing customer support for, or offering for use, sale, license, or distribution (with or without monetary charge), any software or technology designed for use in

1 connection with Twitter's service, the use of which would violate Twitter's Terms of Service
2 (including the Twitter Rules) (including but not limited to TweetAttacks Pro, TweetAttacks Lite,
3 TweetAttacks Free Edition, TweetAdder, TweetAdder Platinum, TweetBuddy, and TweetBuddy
4 Enterprise Edition);

5 (d) Transmitting, assisting with the transmission of, or procuring or inducing the
6 transmission of unsolicited commercial messages to users on Twitter's service, including but not
7 limited to Tweets, @replies, and direct messages, to Twitter users;

8 (e) Engaging in false representations or false advertising that would misleadingly suggest
9 to a reasonable consumer that a software or other technology conforms to Twitter's Terms of
10 Service (including the Twitter Rules) and/or will not result in a Twitter user's account being
11 suspended; and

12 (f) Engaging in any activity that violates, or induces others to violate, Twitter's Terms of
13 Use, Rules, or Privacy Policy.

14 2. As against each of Defendants Lucero and Harris, a preliminary injunction and a
15 permanent injunction enjoining and restraining such Defendants, and all persons or entities
16 acting in concert with them, during the pendency of this action and thereafter perpetually from:

17 (a) Creating or soliciting the creation of Twitter accounts for purposes that violate
18 Twitter's Terms of Service (including the Twitter Rules), including "bot" accounts that direct
19 users to external websites;

20 (b) Accessing, searching, or attempting to access or search Twitter's website, computer
21 systems, and services in order to engage in specific acts that violate Twitter's Terms of Service
22 (including the Twitter Rules);

23 (c) Transmitting, assisting with the transmission of, or procuring or inducing the
24 transmission of unsolicited commercial messages to users on Twitter's service, including but not
25 limited to Tweets, @replies, and direct messages, to Twitter users;

26 (d) Engaging in any false representation or false advertisement that would misleadingly
27 suggest to a reasonable consumer that a link within a Tweet will lead to information and/or an
28

Internet destination other than the information and/or destination to which it actually leads, or promise goods or services other than those offered; and

(e) Engaging in any activity that violates, or induces others to violate, Twitter's Terms of Use, Rules, or Privacy Policy.

B. An award to Twitter of damages, including but not limited to, compensatory, statutory, punitive, and exemplary damages, restitution, and disgorgement of profits, as permitted by law and in such amounts to be proved at trial. For each Defendant, such damages shall be no less than (a) \$100,000 as to Lucero; (b) \$75,000 as to Harris; (c) \$75,000 as to TweetAdder; (d) \$300,000 as to TweetBuddy; and (e) \$150,000 as to TweetAttacks.

C. An award to Twitter of reasonable costs, including reasonable attorneys' fees, to the extent permitted by law.

D. For pre- and post-judgment interest as allowed by law.

E. For such other relief as the Court may deem just and proper.

Dated: April 5, 2012

Respectfully submitted,



David H. Kramer
Charles T. Graves
Riana S. Pfefferkorn
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100
Email: dkramer@wsgr.com
tgraves@wsgr.com
rpfefferkorn@wsgr.com

Attorneys for Plaintiff Twitter, Inc.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues so triable in this action.

Dated: April 5, 2012

Respectfully submitted,



David H. Kramer
Charles T. Graves
Riana S. Pfefferkorn
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100
Email: dkramer@wsgr.com
tgraves@wsgr.com
rpfefferkorn@wsgr.com

Attorneys for Plaintiff Twitter, Inc.

EXHIBIT A

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Twitter

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Terms of Service

These Terms of Service ("**Terms**") govern your access to and use of the services and Twitter's websites (the "**Services**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites (go to the [account settings](#) page to control who sees your Content). You should only provide Content that you are comfortable sharing with others under these Terms.

Tip What you say on Twitter may be viewed all around the world instantly. You are what you Tweet!

You may use the Services only if you can form a binding contract with Twitter and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Twitter provides are always evolving and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Twitter on the Services are subject to change. In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Privacy

Any information that you provide to Twitter is subject to our [Privacy Policy](#), which governs our collection and

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use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Twitter. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Twitter account, which you may not be able to opt-out from receiving.

Tip You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc. Please see the Notifications tab of Settings for more.

Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Twitter be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

Tip This license is you authorizing us to make your Tweets available to the rest of the world and to let others do the same.

You agree that this license includes the right for Twitter to make such Content available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Tip Twitter has an evolving set of rules for how ecosystem partners can interact with your content. These rules

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exist to enable an open ecosystem with your rights in mind. But what's yours is yours – you own your Content (and your photos are part of that Content)

Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Twitter as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

Twitter Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. Please review the [Twitter Rules](#) (which are part of these Terms) to better understand what is prohibited on the Service. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public.

Tip Twitter does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

Except as permitted through the Services (or these Terms), you have to use the [Twitter API](#) if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit,

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or otherwise use the Content or Services.

Tip We encourage and permit broad re-use of Content. The Twitter API exists to enable this.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

Copyright Policy

Twitter respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Twitter will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Twitter, Inc.
Attn: Copyright Agent
795 Folsom Street, Suite 600
San Francisco, CA 94107
Email: copyright@twitter.com

The Services are Available "AS-IS"

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Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, TWITTER AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. Twitter will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that Twitter has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Twitter or through the Services, will create any warranty not expressly made herein.

Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Twitter of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWITTER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TWITTER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Waiver and Severability

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The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in San Francisco County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

Entire Agreement

These Terms, the Twitter Rules and our Privacy Policy are the entire and exclusive agreement between Twitter and you regarding the Services (excluding any services for which you have a separate agreement with Twitter that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Twitter and you regarding the Services. Other than members of the group of companies of which Twitter is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at twitter.com/tos. If the revision, in our sole discretion, is material we will notify you via an @Twitter update or e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Twitter Inc., 795 Folsom Street, Suite 600, San Francisco, CA 94107. If you have any questions about these Terms, please [contact us](#).

Effective: June 01, 2011

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The Twitter Rules

Our goal is to provide a service that allows you to discover and receive content from sources that interest you as well as to share your content with others. We respect the ownership of the content that users share and each user is responsible for the content he or she provides. Because of these principles, we do not actively monitor user's content and will not censor user content, except in limited circumstances described below.

Content Boundaries and Use of Twitter

In order to provide the Twitter service and the ability to communicate and stay connected with others, there are some limitations on the type of content that can be published with Twitter. These limitations comply with legal requirements and make Twitter a better experience for all. We may need to change these rules from time to time and reserve the right to do so. Please check back here to see the latest.

- **Impersonation:** You may not impersonate others through the Twitter service in a manner that does or is intended to mislead, confuse, or deceive others
- **Trademark:** We reserve the right to reclaim user names on behalf of businesses or individuals that hold legal claim or trademark on those user names. Accounts using business names and/or logos to mislead others will be permanently suspended.
- **Privacy:** You may not publish or post other people's private and confidential information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission.
- **Violence and Threats:** You may not publish or post direct, specific threats of violence against others.

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- **Copyright:** We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in the Terms of Service.
- **Unlawful Use:** You may not use our service for any unlawful purposes or in furtherance of illegal activities. International users agree to comply with all local laws regarding online conduct and acceptable content.
- **Misuse of Twitter Badges:** You may not use a Verified Account badge or Promoted Products badge unless it is provided by Twitter. Accounts using these badges as part of profile pictures, background images, or in a way that falsely implies affiliation with Twitter will be suspended.

Spam and Abuse

Twitter strives to protect its users from spam and abuse. Technical abuse and user abuse is not tolerated on Twitter.com, and will result in permanent suspension. Any accounts engaging in the activities specified below are subject to permanent suspension.

- **Serial Accounts:** You may not create serial accounts for disruptive or abusive purposes, or with overlapping use cases. Mass account creation may result in suspension of all related accounts. Please note that any violation of the Twitter Rules is cause for permanent suspension of all accounts.
- **Username Squatting:** You may not engage in username squatting. Accounts that are inactive for more than 6 months may also be removed without further notice. Some of the factors that we take into account when determining what conduct is considered to be username squatting are:
 - the number of accounts created
 - creating accounts for the purpose of preventing others from using those account names
 - creating accounts for the purpose of selling those accounts
 - using feeds of third-party content to update and maintain accounts under the names of those third parties
- **Invitation spam:** You may not use Twitter.com's address book contact import to send repeat, mass invitations.
- **Selling user names:** You may not buy or sell Twitter usernames.
- **Malware/Phishing:** You may not publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy.
- **Spam:** You may not use the Twitter service for the purpose of spamming anyone. What constitutes "spamming" will evolve as we respond to new tricks and tactics by spammers. Some of the factors that we take into account when determining what conduct is considered to be spamming are:
 - If you have followed a large amount of users in a short amount of time;
 - If you have followed and unfollowed people in a short time period, particularly by automated means (aggressive follower churn);
 - If you repeatedly follow and unfollow people, whether to build followers or to garner more attention for your profile;
 - If you have a small number of followers compared to the amount of people you are following;
 - If your updates consist mainly of links, and not personal updates;
 - If you post misleading links;
 - If a large number of people are blocking you;
 - The number of spam complaints that have been filed against you;
 - If you post duplicate content over multiple accounts or multiple duplicate updates on one account;

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- If you post multiple unrelated updates to a topic using #;
- If you post multiple unrelated updates to a trending or popular topic;
- If you send large numbers of duplicate @replies or mentions;
- If you send large numbers of unsolicited @replies or mentions in an attempt to spam a service or link;
- If you add a large number of unrelated users to lists in an attempt to spam a service or link;
- If you repeatedly post other users' Tweets as your own;
- If you have attempted to "sell" followers, particularly through tactics considered aggressive following or follower churn;
- Creating or purchasing accounts in order to gain followers;
- Using or promoting third-party sites that claim to get you more followers (such as follower trains, sites promising "more followers fast," or any other site that offers to automatically add followers to your account);
- If you create false or misleading Points of Interest;
- If you create Points of Interest to namesquat or spam.
- **Pornography:** You may not use obscene or pornographic images in either your profile picture or user background

Your account may be suspended for Terms of Service violations if any of the above is true. Please see our help pages on [Following Best Practices](#) and [Automation Rules and Best Practices](#) for a more detailed discussion of how the Rules apply to those particular account behaviors. Accounts created to replace suspended accounts will be permanently suspended.

Accounts engaging in any of these behaviors may be investigated for abuse. Accounts under investigation may be removed from Search for quality. Twitter reserves the right to immediately terminate your account without further notice in the event that, in its judgment, you violate these Rules or the Terms of Service.

Having Trouble?

Check out our complete list of articles outlining our [policies, guidelines, and best practices](#).

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